

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Work Order #5 for PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services with Reiss Environmental, Inc. of Orlando, Florida.

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Robert Bradley

**EXT:** 7113

**MOTION/RECOMMENDATION:**

Approve Work Order #5 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$111,745.01 to Reiss Environmental, Inc. of Orlando, Florida.

County-wide

Ray Hooper

**BACKGROUND:**

PS-5173-04/AJR provides continuing Professional Services for Environmental Services. Work Order #5 will provide for additional engineering modifications for the sewer and water services for Wynn Road and construction management services for Phase II of the Jamestown Sanitary Sewer project.

Funds are available in account number 066522.560650 Block Grant - Construction in progress, CIP number 8000000, Jamestown Sanitary Sewer.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Work Order #5 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$111,745.01 to Reiss Environmental, Inc. of Orlando, Florida.

**ATTACHMENTS:**

1. PS-5173-04 Work Order 5 (Reiss Env.)

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA

# WORK ORDER

Work Order Number: 5

Master Agreement No.: PS-5173-04/AJR Dated: 7/21/2005  
Contract Title: Master Agreement for Continuing Professional Services for Environmental Services  
Project Title: Jamestown Subdivision Sanitary Sewer Design & Construction  
Management Services, Phase II

Consultant: Reiss Environmental, Inc.  
Address: 12001 Research Parkway, Suite 228  
Orlando, FL 32826

ATTACHMENTS TO THIS WORK ORDER:

☐ drawings/plans/specifications  
☒ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

METHOD OF COMPENSATION:

☒ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **90 days of the final acceptance of the construction project.** Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: ONE-HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FORTY-FIVE AND 01/100  
DOLLARS (\$111,745.01)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

\*\*\*\*\*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Brenda Carey, Chairman

Date: \_\_\_\_\_  
As authorized for execution by the Board of County  
Commissioners at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

OC #803205 ON # 20627

## **WORK ORDER TERMS AND CONDITIONS**

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR  
ENVIRONMENTAL SERVICES

Scope of Services & Fee Proposal

**Task Order No. 5 – Jamestown Subdivision Sanitary Sewer Design and  
Construction Management Services – PHASE 2**

February 25, 2008

Owner: Seminole County Environmental Services Department  
Consultant: Reiss Environmental, Inc.  
Project: Jamestown Sanitary Sewer Design and Construction – Phase 2

INTRODUCTION

Reiss Environmental, Inc. (REI) recently completed the overall engineering design of Phase 1 and Phase 2 for the Jamestown Sanitary Sewer Project. This work also included assistance with the selection of the Contractor and will include construction management oversight of Phase 1 once construction begins. Subsequently, Community Assistance staff has requested that REI provide a scope and budget work order to provide engineering modifications for the addition of sewer and water service for Wynn Road (adjacent to the Jamestown area) and also to provide construction management services for the Phase 2 service area. The intent is to have collected wastewater from residents adjacent to Wynn Road feed the existing wastewater pump station located on Aloma Woods Road. Potable water for Wynn Road residents will be obtained by connecting to the existing water main on Aloma Woods Road.

In addition, the staff has requested that REI assist by conducting title searches of properties where the existence of easements is in question. Should an easement not be in existence, REI will assist the County by interfacing with the residents and initiating the legal documentation with the corresponding resident(s) to obtain any necessary easements. Areas in question are Owls Nest Rd, the portion of South Street east of East Street, and the section of property between Wynn Road and Aloma Woods Road.

**Scope**

Services for the following task are described in detail in the following pages:

- 5.1 – PROJECT ADMINISTRATION**
- 5.2 – SURVEYING**
- 5.3 – ENGINEERING SERVICES FOR PERMITTING**
- 5.4 – FINAL DESIGN DOCUMENT PREPARATION**
- 5.5 – BIDDING SERVICES**
- 5.6 – CEI SERVICES**
- 5.7 – ADDITIONAL SERVICES**

## I. SCOPE OF SERVICES

### **TASK 5.1 – PROJECT ADMINISTRATION**

The following section provides the scope for PHASE 2 project administration services.

**5.1.1 General Project Administration** – REI will perform the following subtasks:

- 5.1.1.1** Perform general project coordination and management activities, including administrative activities for this authorization, including coordination with COUNTY's staff and other representatives, and associated key staff members.
- 5.1.1.2** Prepare and submit to the COUNTY progress reports and invoices for this assignment. Progress Reports will be prepared and submitted to the COUNTY on a monthly basis to advise and highlight the overall progress of the permitting, design, and construction administration tasks, as well as identify items completed, on-going and pending activities.

#### **Task 5.1 Deliverables:**

- ◆ Progress report(s) with monthly invoices.

### **TASK 5.2 – SURVEYING**

**5.2.1 Surveying** – Surveyor will field-locate connection points and provide desktop property locations for the proposed route along Wynn Road. The survey scope of services is as follows:

- Horizontal Control to be tied to State Plane Coordinates.
- Tie survey to Seminole County published vertical data. Identify site benchmarks (2) tied to Vertical Datum.
- Provide topographical survey for proposed pipe route and lift station.
- Locate all existing utilities adjacent to Aloma Woods Road. Verify location and depth.
- Locate and determine appropriate right-of-way lines, property lines within subdivision.
- Perform necessary survey for parcels requiring a legal description for easement acquisition.

- 5.2.2 Site Visits** - Perform one (1) initial site visit and coordinate with key design team members and COUNTY staff to facilitate obtaining the technical information necessary to support final design and associated permitting tasks.

**Task 5.2 Deliverables:**

- ◆ Provide AutoCAD (most recent version) file and certified drawings of topographic survey.

**TASK 5.3 – ENGINEERING SERVICES FOR PERMITTING**

**5.3.1 Modify existing FDEP Permit** – REI will perform the following subtasks:

- 5.3.1.1** REI will update the existing FDEP permit to include the addition of Wynn Road infrastructure and modify any changes to the existing drawings due to the Wynn Road addition.
- 5.3.1.2** REI will coordinate design reviews with appropriate COUNTY staff, incorporate all necessary comments, and re-submit the applicable permit package.
- 5.3.1.3** REI will prepare responses with COUNTY approval to Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if applicable).
- 5.3.1.4** REI will provide a funding allowance for the FDEP General Permit modification.

**Task 5.3 Deliverables:**

- ◆ FDEP Permit Application Package & Fee.

**TASK 5.4 – FINAL DESIGN DOCUMENT PREPARATION**

**5.4.1 Prepare final design documents to a 60% completion level for COUNTY's Review and Comment** – REI will prepare detailed construction drawings and technical specifications for competitive bidding and construction in accordance with Seminole County's established design standards. REI will perform the following subtasks:

- 5.4.1.1** Design and prepare general notes and drawings, civil plan and profiles drawings, and detail drawing sheets to a 60% completion level.

5.4.1.2 Prepare technical specifications for any additional equipment not included in the Phase 1 specifications.

5.4.1.3 At the end of the 60% design completion level, assemble and submit contract documents to COUNTY for review comments.

5.4.1.4 One (1) review meeting will be held to discuss COUNTY's review of 60% design submittals. REI will provide meeting agendas, summaries and action items resulting from the meetings.

**5.4.2 *Prepare final design documents to a 100% completion level for COUNTY's Review and Comment*** - REI will perform the following subtasks:

5.4.2.1 Design and prepare general notes and drawings, civil plan and profiles drawings, and detail drawing sheets to a 100% completion level.

5.4.2.2 Finalize complete set of any additional Technical Specifications above those submitted for Phase 1.

5.4.2.3 At the end of the 100% design completion level, assemble and submit contract documents to COUNTY for review comments.

5.4.2.4 One (1) review meeting will be held to discuss COUNTY's review of 100% design submittals. REI will provide meeting agendas, summaries and action items resulting from the meetings.

**5.4.3 *Preliminary Opinion of Probable Cost*** -REI will prepare a preliminary opinion of probable construction cost for the revised Phase 2 service area.

**Task 5.4 Deliverables:**

- ◆ 60% plans (24x36 inch, 3 sets) and specifications for review
- ◆ 100% plans and specifications (3 sets) for review
- ◆ Electronic CAD files and specifications (MSWord Format)
- ◆ Construction Cost Estimate
- ◆ Complete bid package, including applicable Federal provisions and technical specifications.
- ◆ Two (2) Review Meetings (60% and 100%) and subsequent meeting minutes

**TASK 5.5 – BIDDING SERVICES**

The following section provides the scope for PHASE 2 bidding services. This task applies only if the County wishes to advertise and bid the Phase 2 construction contract and pursue the services of a different Contractor other than the one selected for Phase 1.

- 5.5.1 *Pre-bid Conference*** - REI will attend one pre-bid conference at a location selected by the COUNTY. REI's representative will answer contractor questions as applicable and take meeting minutes.
- 5.5.2 *Addenda*** - REI will prepare responses to contractor questions submitted to the Purchasing Division, in consultation with the Seminole County Project Manager and forward responses to Purchasing personnel.
- 5.5.3 *Bid Opening and Evaluation*** - REI will review bid packages, with staff from the Community Assistance Division and the Purchasing Division, from each bidder and contact references for the apparent low bidder. REI will summarize findings and make a recommendation for award in writing to the Seminole County Project Manager.
- 5.5.4 *Prepare Final Conformed Set of design documents for Construction*** - REI will prepare complete bound set of design documents including addenda.

**Task 5.5 Deliverables:**

- ◆ Attendance at Two (2) Bid Related Meetings
- ◆ Meeting Minutes for One (1) Meeting
- ◆ Phase 1 Bid Award Recommendation Letter
- ◆ Phase 1 Conformed Set of Plans and Specifications (3) Copies

**TASK 5.6 – CEI SERVICES – PHASE 2**

The following section provides the scope for PHASE 2 CEI services. Engineering services will include construction administration, submittal review and periodic site visits that are described below in more detail:

- 5.6.1 *Pre-construction Conference*** - REI will attend one (1) pre-construction conference, take meeting minutes and submit minutes to one representative of each company and division in attendance.
- 5.6.2 *Shop Drawing Review*** – REI shall review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents in consultation with the Seminole County Project Manager.
- 5.6.3 *Site Visits*** – REI will perform up to three site visits per week for two (2) hours each to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents.



- 5.6.4 Progress Meetings** - REI will conduct five (5) progress meetings with contractor and owner.
- 5.6.5 Pay Request Review** – REI will review, recommend, and submit to Seminole County for payment, the monthly pay requests from the contractor.
- 5.6.6 Change Orders** - REI will review all change order requests and make recommendations to the Seminole County Project Manager for acceptance.
- 5.6.7 Construction Completion Review** - REI will make final review of construction to determine if work was completed in general conformance of the Contract Documents.
- 5.6.8 Record Drawings** - REI will receive as-built drawings from the contractor and review for accuracy. REI will submit to Seminole County within 30 working days of the final completion date, one set of final as-built drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, Seminole County Project Manager, and other sources. REI is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- 5.6.9 FDEP Certificate of Completion** - REI will prepare FDEP certificate of completion of construction and submit to FDEP for approval.
- 5.6.10 Project Closeout** - REI will assist in negotiating the final payment for construction and submit a final letter report upon which final settlement and termination of Contract can be based.

**Task 5.6 Deliverables:**

- ◆ Processed Shop Drawings
- ◆ Record (as-built) Drawings (electronic format), 3 hardcopy sets
- ◆ FDEP Certificate of Completion Preparation and Submittal
- ◆ Final Project Closeout Letter

**TASK 5.7 – ADDITIONAL SERVICES**

- 5.7.1 Wynn Road Geotechnical Services** – REI will provide Geotechnical Services to support the design for construction. REI will provide five (5) soil borings along the Wynn Road construction route to determine suitable soils for construction.
- 5.7.2 Title Searches and Easement Acquisition Services** – REI will perform title searches on parcels that have been identified as needing an easement or in parcels where it is unsure if an easement exists. Should an easement be

needed and upon authorization from the corresponding resident, REI will assist the County by working with the resident(s) to complete the necessary documentation required to submit to County attorneys.

**Task 5.7 Deliverable:**

- Soil borings and results summary

**II. OWNER'S RESPONSIBILITY**

Seminole County is responsible for providing the following information to Reiss Environmental:

- Once the survey, legal description of parcel, and resident easement authorization documents have been provided to Seminole County, the County will be responsible for preparing all further legalities necessary for acquiring easement.
- Review of submittals in a timely manner (15 days) and response to project management communications within 3 days.

**III. COMPENSATION**

For the professional services set forth in this Scope of Service, the OWNER shall compensate the CONSULTANT a lump sum fee for Tasks 5.1 through 5.7 on a percent completed basis as follows:

<b>Task</b>	<b>Total Cost</b>
5.1 – PROJECT ADMINISTRATION	\$14,105.04
5.2 – SURVEYING	\$5,699.88
5.3 – ENGINEERING SERVICES FOR PERMITTING	\$4,880.94
5.4 – PREPARE FINAL DESIGN DOCUMENTS	\$45,655.52
5.5 – BIDDING SERVICES	\$1,355.98
5.6 – CEI SERVICES	\$29,750.41
5.7 – ADDITIONAL SERVICES	\$10,297.24
<b>Total</b>	<b>\$111,745.01</b>

**IV. SCHEDULE**

The proposed project schedule is included in the attached figure.

**V. SERVICES NOT INCLUDED**

The following are examples of some specific additional services that may be required, but are not included within this Scope of Services.

- Contractor selection services beyond a Bid Award Recommendation Letter that may include preparation of Contract Document for execution by Contractor, and issuance of Notice to Proceed to Contractor.
- Construction related services that result from a delay in completing construction by the Contractor not originating from design issues.
- Additional copies of the construction documents to the COUNTY in excess of those specified herein.
- Additional Resident Project Representative (RPR) services or periodic site visits in excess of time specified in Section 5.6.3.

These and other services can be provided, if desired by Seminole County, under separate Scope of Service(s) or by an amendment to this Scope of Services. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from Seminole County.

**MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES**  
**PS-5173-05/AJR**  
**Scope of Services & Fee Proposal**

**Task Order No. 5 – Jamestown Subdivision Sanitary Sewer Design and Construction Management Services – Phase 2**  
**February 15, 2008**

**Budget Detail**

Task Description	Principal		Senior Project Manager		Senior Project Engineer		Project Engineer		Technician		Administration		Subtotal	Subtotal Hours
	Rate = \$187.28		Rate = \$170.98		Rate = \$98.43		Rate = \$80.53		Rate = \$86.53		Rate = \$53.33			
	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost		
Task 1 - Project Administration		\$0.00	80	\$13,678.40		\$0.00		\$0.00		\$0.00	8	\$426.64	\$14,105.04	88
Task 2 - Surveying		\$0.00	2	\$341.96	2	\$196.86	2	\$161.06		\$0.00		\$0.00	\$699.88	6
Surveying Subcontractor		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,000.00	0
Task 3 - Permitting Services	4	\$749.12	7	\$1,196.86	20	\$1,968.60	12	\$966.36		\$0.00		\$0.00	\$4,880.94	43
Task 4 - Final Design Documents	9	\$1,685.52	28	\$4,787.44	224	\$22,048.32	144	\$11,596.32	64	\$5,537.92		\$0.00	\$45,655.52	469
Task 5 - Bidding Services		\$0.00	5	\$854.90	1	\$98.43	5	\$402.65		\$0.00		\$0.00	\$1,355.98	11
Task 6 - CEI Services		\$0.00	60	\$10,258.80	20	\$1,968.60	209	\$16,830.77	8	\$692.24		\$0.00	\$29,750.41	297
Task 7 - Additional Services													\$0.00	0
Geotechnical Services		\$0.00	2	\$341.96		\$0.00		\$0.00		\$0.00		\$0.00	\$341.96	2
Geotechnical Subcontractor		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,800.00	0
Title Searches & Easements		\$0.00	36	\$6,155.28		\$0.00		\$0.00		\$0.00		\$0.00	\$6,155.28	36
BUDGET TOTALS	13	\$ 2,434.64	220	\$ 37,615.60	267	\$ 26,280.81	372	\$ 29,957.16	72	\$ 6,230.16	8	\$ 426.64	\$ 111,745.01	952